IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 29-01-2007

CORAM

THE HONOURABLE MR. JUSTICE P.K. MISRA
AND
THE HONOURABLE MR. JUSTICE M. JAICHANDREN

O.S.A.NOs.428 of 2003 & 66 of 2004

O.S.A.NO.428 of 2003

Joseph Vilangadan
Church Road,
Mamangalam,
Cochin - 602 025,
Kerala State .. Appellant/ Respondent

Vs.

1. M/s. Indian Oil Corporation Ltd.,
   Rep. by its Manager (Law)
   Indian Oil Bhavan,
   139, Nungambakkam High Road,
   Chennai 34.

2. S. Ramalingam
   Sole Arbitrator .. Respondents

O.S.A.NO.66 of 2004

M/s. Indian Oil Corporation Ltd.,
Rep. by its Manager (Law)
Indian Oil Bhavan,
137, Nungambakkam High Road,
Chennai 34. .. Appellant

Vs.

1. Joseph Vilangadan
   Church Road,
   Mamangalam,
   Cochin - 602 025.

2. S. Ramalingam
   Sole Arbitrator .. Respondents

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Appeals filed under Clause 15 of the Letters Patent read with Order 36 Rule 1 of O.S. Rules against the order of this Court dated 30.9.2003 made in O.P.No.793 of 2001.

For Appellant in OSA.428/03 : Mr.K. Babu Thomas and Mr.K.F. Manavalan

For Respondent-1 in OSA.No.66/04 : Mr.K. Kumar Senior Advocate for Mr.V. Anandha Natarajan

COMMON JUDGMENT

P.K. MISRA, J

These two appeals have been filed under Section 37 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as "the Act") against the order passed by the learned single Judge in the Original Petition filed under Section 34 of the Act.

2. O.P.No.793 of 2001 has been filed by the Contractor, whereas the connected appeal had been filed by the Indian Oil Corporation Limited (hereinafter referred to as "the Corporation"), which had entrusted the contract with the contractor. The Corporation invited tenders for construction of Water Bound Macadam (hereinafter referred to as "WBM" in short) for Indane Bottling Plant at Cochin on 29.7.1991 and the tender was submitted by the contractor for construction of WBM. On 24.9.1991, the Corporation accepted the tender of the contractor in question and work order was issued. The work allotted to the contractor are (1) Supply of 10,000 cubic metre of imported earth (red earth) for filling, spreading and consolidating inside the site and under the roads as per the darwings, specification and direction of the Engineer in charge. (2) The supply of materials and construction of 375 mm thick WBM (finished thickness) in 40,000 sq.metre cut stone soling, metal including preparation of sub-grae by excavating in all types of soil or filling with red earth if required upto a depth of 250 mm consolidated with 8/10 tonnes of roller, making good all depressions and undulations. As per the work order, the work was required to be completed within 5 months, i.e., by 23.2.1992. The work was however completed on 30.6.1993 and the final bill was prepared on 4.10.1993. Thereafter the contractor raised certain disputes respect to certain amounts payable by contending that the Corporation had not handed over possession of the entire site which was brought to the notice of the Corporation and, therefore, there was inevitable delay in completion of the work forcing the contractor to pay fair wages to the workers as per the enhanced wage structure and similarly the cost of the materials had also gone up. The contractor also

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notified to the Corporation that the soling stones/metals were not available in the quarries specified by the Corporation thereby forcing the contractor to procure soling stones/metals from distant quarries thereby enhancing transportation cost. The contractor had notified to the Corporation all these aspects and had claimed that he should be paid at the increased rate for the works done beyond 23.2.1992 as the delay was on account of the fact that possession of only 10460 sq.m out of 40000 sq.m had been handed over on the said date, i.e., 23.2.1992. It was further claimed that even though the bill was prepared on 4.10.1993 in printed form, the contractor had merely signed the same, but subsequently the officials of the Corporation had written as if such bill was 7th and final bill. Therefore, the contractor had demanded unpaid value and subsequently invoked the arbitration clause in the agreement by issuing notice on 8.12.1995. On 28.12.1995, the Corporation intimated that the question of appointment of arbitrator is under consideration. At that stage, on 6.8.1997, the Madras High Court in C.S.No.459 of 1996 directed appointment of an arbitrator and initially one Mr.S. Aravamuthan was appointed as arbitrator. The statement of facts and claims were submitted by the contractor on 12.9.1997 and on 24.11.1997 the Corporation submitted its defence statement and on 23.12.1997, the contractor submitted a rejoinder. However, on 19.1.1999, the said arbitrator declined to continue the proceedings and on 25.4.2000 one arbitrator was appointed, who refused to take up the matter, and, thereafter, ultimately on 25.7.2000, Mr.S. Ramalingam, Retired District Judge was appointed as the sole arbitrator in Appln.No.1809/1999. Even though the appointment of such arbitrator had been challenged upto the Supreme Court, nothing happened. Ultimately, on 5.6.2001, the award was passed by the sole Arbitral Tribunal. Relating to the claim of reimbursement of increased cost incurred as against the claim of Rs.14,34,680/-, the arbitral tribunal awarded a sum of Rs.11,95,567/-. As against Claim No.2 of Rs.6,46,104/- for the extra leads, the arbitral tribunal awarded a sum of Rs.6,45,000/-. As against Claim No.3 of Rs.9,61,240/- towards unpaid cost in imported red earth, the arbitral tribunal has awarded a sum of Rs.8,21,400/- . As against Claim No.4 of Rs.12,00,000/- towards additional quantity of materials, the arbitral tribunal has awarded a sum of Rs.5,31,192/-. Besides, the arbitral tribunal awarded 18% interest and a sum of Rs.3,25,000/- as the cost of arbitration.

3. O.P.No.793 of 2001 was filed by the Corporation under Section 34 of the Act challenging such arbitral award. Learned single Judge confirmed the award of Rs.11,95,567/- relating to claim No.1, but disallowed Claim Nos.2,3 and 4 and reduced the interest payable to 9% and reduce the costs to Rs.1,25,000/-. The contractor has filed O.S.A.NO.428 of 2003 against that part of the order of the learned single Judge whereunder the learned single Judge has set aside the award relating to Claim Nos.2,3 and 4 and reduced the

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interest and cost of the arbitration. The Corporation has filed O.S.A.No.66 of 2004 against that part of the order of the learned single Judge, whereunder the award of Rs.11,95,567/- relating to Claim No.1 has been confirmed.

4. Both the appeals, thus arising out of one common order of the learned single Judge, have been heard together and have been disposed of by the present judgment.

5. For convenience, the appellant in O.S.A.NO.428 of 2003 is referred to as the contractor and the appellant in O.S.A.No.66 of 2004 is referred to as the Corporation.

6. The appeal filed by the Corporation is relating to Claim No.1. It is therefore more convenient to take up such appeal first.

7. The substance of Claim No.1 is to the effect that the work was to be completed within five months between 24.9.1991 and 23.2.1992. However, such work continued upto 30.6.1993 squarely on account of failure on the part of the Corporation to make available in its entirety the site and other aspects. It was the case of the contractor that because of such undue delay, which had occassioned on the fault of the Corporation, there was enhancement in the wages payable to the workers as well as increase in the cost of the materials. The contractor, therefore, claimed 60% enhancement on the value of the work done after the date contemplated i.e. 23.2.1992. On this head, the contractor claimed accordingly Rs.14,34,680/-.

8. The Corporation in its counter denied the allegation that there was any failure on the part of the Corporation to make available the entire work site and the delay was on account of the fact that the contractor had brought only meagre quantity of materials. It was also indicated that the rate quoted was for the entire period of contract and since there was extension, it must be taken that the period extended was also part of the original contract and, therefore, the rate must be taken to be valid for the entire period and in the absence of any escalation clause, no such amount can be claimed by the contractor.

9. Learned counsel appearing for the Corporation has contended that in view of several decisions of the Supreme Court, when final bill had been prepared and payment had been accepted in full satisfaction, it must be taken that no dispute could be raised.

10. The decisions relied upon by the Corporation clearly

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indicate that in those cases matters had been subsequently settled and the contractor had received the money in full and final settlement and necessary instructions had been made. In the present case, the factual conclusion of the arbitrator on the basis of analysis of evidence has also been accepted by the learned single Judge. We are, therefore, unable to accept the generic submission made by the learned counsel appearing for the Corporation that there was no dispute to be raised before the arbitrator since the factual scenario in the present case is different from the facts of the cases relied upon by the counsel for the Corporation.

11. The conclusion of the arbitrator relating to the point as to who committed breach and prevented performance and completion of works in time, is that the Corporation prevented performance and completion of the work before 23.2.1992 in breach of the contract. In other words, the arbitrator has categorically found that delay in completion of the work was on account of default on the part of the Corporation and the contractor was not to be blamed for the aforesaid. This conclusion is essentially a conclusion on the basis of evidence adduced before the arbitrator and the court dealing with the matter under Section 34 or dealing with the appeal from such decision under Section 37 of the Act is not expected to go beyond the conclusion. Therefore, the basic conclusion of the arbitrator that the delay in completion of the work was on account of default on the part of the Corporation is required to be confirmed.

12. The next question is even assuming that delay in completion of the work was on account of the fault committed by the Corporation, whether the contractor could claim escalated cost.

13. Learned counsel appearing for the Corporation has placed reliance upon several decisions of the Supreme Court in support of its contention that in the absence of escalation clause, the arbitrator has no jurisdiction to award any amount towards escalation. In this connection, reliance was placed upon the decision of the Supreme Court reported in (2000) 3 SCC 27 (STATE OF ORISSA v. SUDHAKAR DAS (DEAD) BY LRS.). In the said decision, it was observed as follows :-

> "2. It is not disputed that the arbitration agreement contained no escalation clause. In the absence of any escalation clause, an arbitrator cannot assume any jurisdiction to award any amount towards escalation. That part of the award which grants escalation charges is clearly not sustainable and suffers from a patent error. The decree, insofar as the award of escalation charges is concerned, cannot, therefore, be sustained."

14. Learned counsel appearing for the Corporation has also placed reliance upon the decision of the Supreme Court reported in

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(1991) 4 SCC 93 (ASSOCIATED ENGINEERING CO. v. GOVERNMENT OF ANDHRA PRADESH AND ANOTHER). In that case the question was not as to whether the arbitrator can award any amount towards escalation on account of revision of the minimum wages payable, but the main contention, which was accepted, was regarding the fact that the contract itself contemplated the exact mode in which such escalated amount is to be paid and the arbitrator has not followed such specific clause contained in the contract. Such is not the case here. Therefore, such decision is distinguishable.

15. Learned counsel appearing for the Contractor has relied upon a decision of the Supreme Court reported in 1989 Supp (1) SCC 368 (P.M. Paul v. Union of India), wherein it was observed as follows :

> "12. In the instant case, it is asserted that the extension of time was granted and the arbitrator has granted 20 per cent of the escalation cost. Escalation is a normal incident arising out of gap of time in this inflationary age in performing any contract. The arbitrator has held that there was delay, and he has further referred to this aspect in his award. The arbitrator has noted that claim No. I related to the losses caused due to increase in prices of materials and cost of labour and transport during the extended period of contract from 9-5-1980 for the work under phase I, and from 9-11-1980 for the work under phase II. The total amount shown was Rs 5,47,618.50. After discussing the evidence and the submissions the arbitrator found that it was evident that there was escalation and, therefore, he came to the conclusion that it was reasonable to allow 20 per cent of the compensation under claim No. I, he has accordingly allowed the same. This was a matter which was within the jurisdiction of the arbitrator and, hence, the arbitrator had not misconducted himself in awarding the amount as he has done.
>
> 13. It was submitted that if the contract work was not completed within the stipulated time which it appears was not done then the contractor has got a right to ask for extension of time, and he could claim difference in price. This is precisely what he has done and has obtained a portion of the claim in the award. It was submitted on behalf of the Union of India that failure to complete the contract was not the case. Hence, there was no substance in the objections raised. Furthermore, in the objections raised, it must be within the time provided for the

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application under Section 30 i.e. 30 days during which the objection was not specifically taken, we are of the opinion that there is no substance in this objection sought to be raised in opposition to the award. Once it was found that the arbitrator had jurisdiction to find that there was delay in execution of the contract due to the conduct of the respondent, the respondent was liable for the consequences of the delay, namely, increase in prices. Therefore, the arbitrator had jurisdiction to go into this question. He has gone into that question and has awarded as he did."

16. The arbitrator, has relied upon the decision of the Supreme Court reported in (1994) 3 SCC 251 (TARAPORE & CO. v. STATE OF MADHYA PRADESH). The arbitrator has mainly relied upon the fact that minimum wages had been enhanced by about 60% and the cost of some materials had been gone up even by 84% and ultimately the arbitrator has awarded 50% towards such escalation. The arbitrator has come to the conclusion that under the contract the contractor was bound to pay minimum wages, which was a statutory duty and following the ratio of the decision of the Supreme Court, the award has been granted. The matter has been reconsidered by the learned single Judge and award of such amount has been confirmed.

17. Keeping in view the conclusion that time of completion of work had to be extended and default was on the part of the Corporation and the fact that minimum wages had been enhanced during the extended period, it cannot be said that the award of the arbitrator suffers from any patent illegality requiring correction by the court nor it can be said that the award is against the public policy. Therefore, the main contention raised in the appeal by the Corporation cannot be accepted. The appeal by the Corporation is therefore liable to be dismissed.

18. The appeal by the contractor is relating to part of the judgment of the learned single Judge setting aside the award of the arbitrator under Claim Nos.2, 3 and 4 and modifying the rate of interest and costs.

19. The substance of Claim NO.2 is that the contractor had to incur extra expenditure for bringing materials for WBM from distant places other than the quarry specified in the agreement because such materials were not available in the quarry specified. It was claimed that materials were to be procured from quarries at a much longer distance and therefore a sum of Rs.6,46,404/- was claimed at 30% on account of additional conveyance. The Corporation in defence has stated that there was no scarcity or materials in the sources specified and the claim for reimbursement

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at 30% on account of procurement of materials from a longer distance is unjustified and in fact that there was no proof that such materials had been brought from far away quarries. The arbitrator made inspection and on the basis of such inspection as well as on the basis of the certificates issued by various Village Administrative Officers regarding non-availablity of materials came to the conclusion that the materials had to be procured from longer distance, justifying the claim of the contractor. A sum of Rs.6,45,000/- was awarded on the said amount.

20. Learned single Judge has mainly relied upon Ex.C-8, written by the Plant Manager on behalf of the Corporation. In such letter, it was categorically stated :-

> "2. As specified in the specification the bolders of soling should be of specified quality from any of the approved quarries. In case you are bringing soling stones from other than approved quarries due to any reason whatsoever, the quality of the soling stones shall have to be got tested and approved by us before execution of the work. Needless to mention we cannot consider any escalations due to your inability to supply stones from approved quarries."

21. On the basis of the aforesaid, learned single Judge has came to the conclusion that since it had been made specifically clear that no extra rate could be paid even if the materials are brought from other quarries, we do not find any reason to interfere with such conclusion. It is of course true that the fact as to whether materials are available in the nearer quarry was essentially a matter to be decided by the arbitrator, the fact remains that the correspondence between the parties clearly indicate that even if the materials are brought from other quarries, no extra amount would be paid on that score. In the teeth of such categorical assertion in the letter of the Corporation, the contractor cannot be subsequently heard to say that additional amount was payable on account of extra lead. Though some of the reasonings by the learned single Judge relating to admissibility of the certificates issued by the Village Administrative Officers may not be justified as such matters are essentially for the arbitrator to decide, we affirm the ultimate conclusion primarily because of the correspondence.

22. Claim No.3 is on account of costs allegedly incurred by the contractor in procuring approved quality of imported earth (red earth) for works of cambering, filling sunk portions in newly filled up area for carrying out WBM works at Rs.30/m2 for 32028 m2 for an average of 30-40 cm. The arbitrator has awarded a sum of Rs.8,21,400/- on this head.

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23. The document Ex.RR-IV, Measurement/Bill, which was placed upon before the arbitrator as well as before the learned single Judge, clearly indicates that the extra item claimed by the contractor as per the instruction of the engineer in charge has been taken into account. This measurement/bill has been signed by the contractor. The arbitrator has committed a patent error on record in observing that there is no endorsement to the effect that payment under such bill is in final settlement of the bill. As a matter of fact, at the foot of the bill, on every page, there is such clear endorsement (of course printed), which has been signed by the contractor. Admittedly by the date of such measurement/bill dated 4.10.1993, the work had been completed. In such bill it has been clearly indicated that the work has been completed on 30.6.1993. Unlike the first running bill, which clearly indicates that the work was in progress, in such VII & Final bill it is clearly indicated that the work was completed. It was the case of the contractor before the arbitrator that the expression "VII & Final" on the top of the bill has been subsequently interpolated by the Corporation. However, there is no such finding by the arbitrator and in view of the fact that work was already completed, obviously such document was the final measurement / bill, which had been signed by the contractor. In such bill, whatever extra works done as per the instructions of the engineer have been specifically accounted for and provisions had been made for payment. The contract itself contemplates that extra work can be done under the written instructions of the engineer in charge. The contractor in his statement of claim has stated as follows :-

> "8. Apart from the agreed items, claimant had to do certain extra items as well, which were indispensably required for the work. Of course, these items were done as per the instructions of the Engineers of the respondent. Claimant was instructed to provide cambering and making up the undulations due to sinkage with additional filling of moorum to a height upto 30 – 40 cms. This had to be provided throughout the road. Invariably, in this type of work, this item was being measured separately on square metre basis. For reasons best known to the respondent no provision was incorporated in the agreement regarding this item. Taking into account the cumbersome nature of the work and the expenditure involved, claimant claimed a minimum rate of Rs.30/m2."

24. At the time when the contractor signed such measurement/bill, which also included such extra work, the contractor does not appear to have raised any protest and for the

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first time after expiry of about 6½ months, the contractor raised the issue relating to the so called extra work. The contract itself envisages that extra work, if any, can be done only when there is written instruction on that behalf and in the absence of any written instruction, the contractor cannot claim any amount. The contractor does not claim anywhere that the amount he was seeking for the alleged extra work was done as per any written instruction. On the other hand, the contract itself contemplated that the contractor has to complete the work and give delivery by rectifying all the undulations, which would obviously include undulation in respect of sinkage due to whatever reason. The contemporaneous replies of the Corporation clearly indicate that the so called extra work was in fact part of the original work. Since the arbitrator has not kept in view the basic conditions of the contract and has committed a clear error on record in respect of relevant measurement/bill, which had been admittedly signed by the contractor without any protest, the learned single Judge has rightly, though for slightly different reason, discarded such award.

25. Claim No.4 is also based on such extra work. The final measurement/bill to which we have adverted to in the earlier paragraphs had made certain provisions for the extra work claimed and, therefore, the reasonings already given above are equally applicable to this claim. Apart from the above, it is found that even in the notice dated 15.4.1994, no specific assertion has been made by the contractor and the only assertion relating to extra work is obviously relatable to Claim No.3. Apart from the above, it is found that initially in the original claim petition, the contractor had claimed a sum of Rs.2 lakhs on a quantity of 4000m2 and long thereafter, he filed an additional statement stating that the amount payable was Rs.12 lakhs on a total quantity of 24,000m2. It is obvious that such claim was outcome of an after thought. As rightly observed by the learned singe Judge, there was nothing on record to indicate that there was any direction by the Corporation for such so called extra work. The decision of the learned single Judge on this score is therefore affirmed.

26. It is of course true that while considering an objection under Section 34 of the Act, the Court does not sit as an appellate authority over the award of the arbitrator. The scope of interference in such matters has been considered in great detail in the decision of the Supreme Court reported in OIL & NATURAL GAS CORPORATION LTD. v. SAW PIPES LTD. [(2003) 5 SCC 705]. The ultimate conclusion has been summarised by the Supreme Court in paragraph 74 (A).

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27. It is worthwhile to extract the relevant observation :-

"74. In the result, it is held that:

(A)(1) The court can set aside the arbitral award under Section 34(2) of the Act if the party making the application furnishes proof that:

(i) a party was under some incapacity, or

(ii) the arbitration agreement is not valid under the law to which the parties have subjected it or, failing any indication thereon, under the law for the time being in force; or

(iii) the party making the application was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present his case; or

(iv) the arbitral award deals with a dispute not contemplated by or not falling within the terms of the submission to arbitration, or it contains decisions on matters beyond the scope of the submission to arbitration.

(2) The court may set aside the award:

(i)(a) if the composition of the Arbitral Tribunal was not in accordance with the agreement of the parties.

(b) failing such agreement, the composition of the Arbitral Tribunal was not in accordance with Part I of the Act.

(ii) if the arbitral procedure was not in accordance with:

(a) the agreement of the parties, or

(b) failing such agreement, the arbitral procedure was not in accordance with Part I of the Act.

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However, exception for setting aside the award on the ground of composition of Arbitral Tribunal or illegality of arbitral procedure is that the agreement should not be in conflict with the provisions of Part I of the Act from which parties cannot derogate.

(c) If the award passed by the Arbitral Tribunal is in contravention of the provisions of the Act or any other substantive law governing the parties or is against the terms of the contract.

(3) The award could be set aside if it is against the public policy of India, that is to say, if it is contrary to:

(a) fundamental policy of Indian law; or

(b) the interest of India; or

(c) justice or morality; or

(d) if it is patently illegal.

(4) It could be challenged:

(a) as provided under Section 13(5); and

(b) Section 16(6) of the Act."

28. In the present case, the arbitrator can be said to have committed a patent illegality to the extent that the arbitrator has proceeded on the footing as if VII & Final bill did not contain any endorsement that such payment was in full and final satisfaction of the contractor. This basic error committed by the arbitrator has the effect of vitiating the conclusion of the arbitrator so far as they relate to Claim Nos.3 and 4. Moreover, the award under Claim Nos.3 and 4 are clearly beyond the stipulated contract inasmuch as the so called extra work claimed by the contractor was not on the basis of any written instruction of the engineer in charge as specifically contemplated in the contract. On the other hand, whatever extra work had been done on the basis of the instruction of the engineer in charge has been measured and accounted for in the final bill.

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29. The amount relating to escalation has been upheld by us in view of the peculiar facts and circumstances and particularly because of the finding to the effect that delay in completion of the work was on account of failure on the part of the Corporation and the amount awarded by the arbitrator was more or less on account of revision of wages payable.

30. Claim No.2, which has been discarded by the learned single Judge, has been affirmed by us on account of the fact that the contract itself had envisaged that the materials were to be brought from particular quarry, which was very much known to the contractor at the time of the contract, and even the subsequent correspondence clearly indicate that even for bringing any material from any other quarry, the contractor shall not be entitled to any further amount and the arbitrator committed patent illegality in ignoring the provisions of the contract as well as such correspondence.

31. So far as the question of interest is concerned, the learned single Judge has considered the relevant aspects by taking into account the fluctuating rate of interest and we see no reason to interfere with this part of the judgment, which is essentially discretionary in nature. However, so far as costs is concerned, such amount was assessed by the arbitrator in his discretion and the reason given by the learned single Judge for refusing such costs, which was essentially a matter of discretion for the arbitrator, cannot be accepted.

32. For the aforesaid reasons, the appeal filed by the Corporation, namely, OSA.No.66 of 2004, is dismissed and the appeal filed by the contractor, namely, OSA.No.428 of 2003, is allowed only in respect of Claim No.6 relating to costs. In other words, it is directed that a sum of Rs.3,25,500/- shall be the costs of the arbitrator instead of Rs.1,25,000/- as indicated by learned single Judge. So far as the present appeals are concerned, both the parties are required to bear their own costs.

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Asst. Registrar.

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Sub Asst. Registrar.

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To

1. The Sub-Asst. Registrar,
Original Side, High Court,
Madras.

2. The Section Officer
V.R. Section,
High Court, Madras.

2 ccs to Mr.V.Anantha Natarajan, Sr. 5435, 5436

OSA.Nos.428/2003 & 66/2004

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